

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: NOVEMBER 17, 2004 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of an Agreement with Florida Keys Fishing Tournaments, Inc. to act as a County Wide Fishing Umbrella.

ITEM BACKGROUND:

PREVIOUS REVELANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

New Agreement

STAFF RECOMMENDATIONS:

Approval


TOTAL COST: \$650,800 p.y. **BUDGETED:** Yes X No

COST TO COUNTY: \$650,800 **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # G1

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Keys Fishing Tournaments, Inc. Contract #
 Effective Date: 10/20/04 - 10/1/04
 Expiration Date:
 Contract Purpose/Description:

Approval of an Agreement with Florida Keys Fishing Tournaments, Inc. to act as a County Wide Fishing Umbrella.

Contract Manager: Maxine Pacini 3523 TDC # 3
 (Name) (Ext.) (Department/Stop #)
 for BOCC meeting on 11/17/04 Agenda Deadline: 11/2/04
10/20/04 10/5/04 5/8 Nov. 04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 650,800 Current Year Portion: \$
 Budgeted? Yes ☒ No ☐ Account Codes: SEE ATTACHED SHEET
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>10/14/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Daniel</u>	<u>10/14/04</u>
Risk Management	<u>10-14-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slane</u>	<u>10-14-04</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>10/19/04</u>
County Attorney	<u>10/12/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hutton</u>	<u>10/12/04</u>

Comments:

115	75022	530340	T45F 238 X	530340 FISHING UMBRELLA RESOURCES	5,300
115	75022	530340	T55F 056 X	530480 KEY WEST FISHING TOURNEY 3/12 - 11/30/2005	34,475
115	75022	530340	T55F 056 X	530410 KEY WEST FISHING TOURNEY 3/12 - 11/30/2005	9,000
115	75022	530340	T55F 059 X	530480 KEY WEST CLASSIC 4/27-30/2005	17,675
115	75022	530340	T55F 059 X	530410 KEY WEST CLASSIC 4/27-30/2005	800
115	75022	530340	T55F 061 X	530480 LPI GRAND SLAM 8/17-18/2005	4,500
115	75022	530340	T55F 062 X	530480 HI SAILFISH TOURNEY 1/14-16/05	3,325
115	75022	530340	T55F 063 X	530480 HI DOLPHIN TOURNEY 7/8-10/2005	3,325
115	75022	530340	T55F 064 X	530480 KW GATOR CLUB DOLPHIN 6/24-26, 2005	5,725
115	75022	530340	T55F 064 X	530410 KW GATOR CLUB DOLPHIN 6/24-26, 2005	275
115	75022	530480	T55F 204 X	530480 GENERIC FISHING PR	40,000
115	75022	530340	T55F 239 X	530340 GENERIC FISHING ADS	260,000
115	75022	530340	T55F 070 X	530340 KEYS WIDE PHOTO PROGRAM	10,000
115	75022	530340	T55F 075 X	530480 COCONUTS DOLPHIN TOURNEY 5/20-22/2005	12,100
115	75022	530340	T55F 075 X	530410 COCONUTS DOLPHIN TOURNEY 5/20-22/2005	900
115	75022	530340	T55F 076 X	530480 S.L.A.M. 9/9-11/2005	15,000
115	75022	530340	T55F 077 X	530480 MERCURY REDBONE 12/2-4/2005	5,700
115	75022	530340	T55F 079 X	530480 BP & LOWER KEYS DOLPHIN TOURNEY 6/3-5/2005	7,900
115	75022	530340	T55F 079 X	530410 BP & LOWER KEYS DOLPHIN TOURNEY 6/3-5/2005	100
115	75022	530340	T55F 080 X	530480 BAYBONE 9/30-10/2/2005	10,000
115	75022	530340	T55F 089 X	530480 ISLA. JR. SAILFISH TOURNEY 12/17-19/2004	1,600
115	75022	530340	T55F 254 X	530480 HOGS BREATH KINGFISH TOURN 1/21-23/2005	11,600
115	75022	530340	T55F 254 X	530410 HOGS BREATH KINGFISH TOURN 1/21-23/2005	400
115	75022	530340	T55F 256 X	530480 DON HAWLEY TARPON 6/5-10/2005	2,000
115	75022	530340	T55F 258 X	530480 ISLA. SAILFISH TOURNAMENT 12/3-5/2005	5,780
115	75022	530340	T55F 258 X	530410 ISLA. SAILFISH TOURNAMENT 12/3-5/2005	220
115	75022	530340	T55F 259 X	530480 GOLD CUP TARPON TOURNAMENT 6/19-24/2005	2,000
115	75022	530340	T55F 260 X	530480 ISLA. WOMEN'S SAILFISH TOURNAMENT 2/4-6/2005	2,000
115	75022	530340	T55F 263 X	530480 ISLA. ALL TACKLE BONEFISH TOURN 10/10-14/2005	2,000
115	75022	530340	T55F 302 X	530480 KEY WEST MARLIN TOURN 7/20-23/2005	17,975
115	75022	530340	T55F 302 X	530410 KEY WEST MARLIN TOURN 7/20-23/2005	500
115	75022	530340	T55F 354 X	530480 CAPT. LEON SHELL BILLFISH 1/15-17/2005	6,825
115	75022	530340	T55F 354 X	530410 CAPT. LEON SHELL BILLFISH 1/15-17/2005	175
115	75022	530340	T55F 355 X	530480 CAPT. DON GURGIOLO SAILFISH 12/10-12/2004	2,800
115	75022	530340	T55F 404 X	530480 DEL BROWN INV. PERMIT 3/8-11/2005	2,500
115	75022	530340	T55F 405 X	530480 CELEBRITY @LARGE SUNSET TARPON	5,000
115	75022	530340	T55F 409 X	530480 LADIES, LET'S GO FISHING 7/17/2005	1,000
115	75022	530340	T55F 409 X	530410 LADIES, LET'S GO FISHING 7/17/2005	1,500
115	75022	530340	T55F 411 X	530480 KEY LARGO SAILFISH CHALLENGE 1/7-9/2005	4,000
115	75022	530340	T55F 425 X	530480 DOLPHIN MASTER INV. 5/28/2005	1,500
115	75022	530340	T55F 428 X	530480 BURDINES WATERFRONT DOLPHIN 6/24-26/2005	5,000
115	75022	530340	T55F 430 X	530480 ISLAMORADA FALL BONEFISH 9/21-24/2005	2,000
115	75022	530340	470 X	530480 FISHING TV PRODUCTION	60,000
115	75022	530340	T55F 471 X	530480 JIM MISCARELLO KINGFISH TOURNAMENT 1/15-17/2005	1,500
115	75022	530340	T55F 472 X	530480 OCEAN REEF BTU BACKBONE 12/6-8/2004	4,000
115	75022	530340	T55F 473 X	530480 GHOST HUNT 4/1-2/2005	4,850
115	75022	530340	T55F 473 X	530410 GHOST HUNT 4/1-2/2005	150
115	75022	530340	T55F 475 X	530480 ISLAMORADA SPRING ALL TACKLE 3/15-18/2005	2,000
115	75022	530340	T55F 476 X	530480 WORLD SAILFISH CHAMPIONSHIP 4/11-16/2005	32,325

115	75022	530340	T55F 476	X	530410	WORLD SAILFISH CHAMPIONSHIP 4/11-16/2005	1,000
115	75022	530340	T55F 506	X	530480	CONCH REPUBLIC LADIES 7/2/2005	1,500
115	75022	530340	T55F 507	X	530480	PHOENIX HOUSE FUN FISH 5/13-15/2005	2,000
115	75022	530340	T55F 507	X	530410	PHOENIX HOUSE FUN FISH 5/13-15/2005	500
115	75022	530340	T55F 508	X	530480	MARATHON INT'L TARPON 5/5-7/2005	6,650
115	75022	530340	T55F 508	X	530410	MARATHON INT'L TARPON 5/5-7/2005	350
	75022	530340	T55F 509	X	530480	LADIES TARPON TOURNEY 4/23-25/2005	4,815
115	75022	530340	T55F 509	X	530410	LADIES TARPON TOURNEY 4/23-25/2005	185
115	75022	530340	T55F 510	X	530480	ISL. TARPON RODEO 5/13-15/2005	2,000
115	75022	530340	T55F 511	X	530480	LADIES LET'S GO FISHING 10/16/04	2,500
							650,800

CONTRACT FOR FISHING UMBRELLA SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter called County"), and Florida Keys Fishing Tournaments, Inc., (hereinafter called the "FKFT").

WHEREAS, the County wishes to enter into this agreement with FKFT, so that FKFT will act as a County wide Fishing Umbrella to make recommendations to the TDC and BOCC concerning funding for tourism related fishing activities,

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. SCOPE OF WORK

The FKFT shall provide **Fishing Umbrella** services for the County as described below:

- A. FKFT shall budget and coordinate with respect to fishing related activities, on behalf of Monroe County Tourist Development Council, the following:
 - 1. Shall recommend national media advertising for Florida Keys Fishing events and promotions.
 - 2. Shall recommend Public relations for all Florida Keys Fishing events and promotions.
- B. FKFT may establish a photo program to distribute to national trade and consumer publications, photos to represent award winners and media attractive fishing photos.
- C. FKFT shall establish and administer policies and procedures which will distribute on an equitable district-wide basis based on prior year bed tax revenue percentages recommended for all qualified fishing events/activities. FKFT will accept applications for the events on an annual basis.
- D. FKFT may solicit sponsors for programming and events to contribute sponsorship funds toward the operating expenses for member fishing events and activities. **No TDC funds will be used to cover administrative or operating costs.**
- E. All Fishing Umbrella meetings will be open to the public and properly noticed, the same rules as required for all governmental meetings under F.S. 286.011. Fishing Umbrella shall submit a copy of the Agenda to the TDC office.
- F. Monroe County BOCC and TDC will fund through its Advertising and Public Relations agencies of record costs of promotion and advertising: (a) directly to vendors upon receipt of properly approved invoices or (b) reimburse FKFT and/or its members upon receipt of properly approved paid invoices and evidence of payment subject to availability of funds.

G. Compensation – See Exhibit A.

The FKFT warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. FKFT shall provide services using the following standards, as a minimum requirement:

- I. The FKFT shall maintain adequate staffing levels to provide the services required under the contract.
- II. The personnel shall not be employees of or have any contractual relationship with the County. [IF APPROPRIATE: To the extent that FKFT uses subcontractor's or independent Contractor's, this contract specifically requires that the level of independence normally exercised by such subcontractor's and independent contractor's be curtailed and that they be supervised by the FKFT.]
- III. All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

2. PAYMENTS

The FKFT is responsible to assist event sponsors in submitting invoices and support documentation acceptable to the County's Finance Department for reimbursement.

3. TERM OF CONTRACT

The term of this contract is for three years, commencing on the 1st day of October, 2004, and ending on the 30th day of September, 2007, with an option to extend for an additional two (2) year period.

4. FKFT'S ACCEPTANCE OF CONDITIONS

- A. The FKFT hereby agrees to carefully examine the specifications for which the FKFT shall provide services and assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. Under no circumstances, conditions, or situations shall this contract be more strongly construed against the County than against the FKFT.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the TDC and County, and the County's decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the TDC or County of any of the services furnished by the FKFT shall not operate as a waiver by the County of strict compliance with the terms of this Contract, and specifications covering the

- services. Failure on the part of the FKFT, immediately after Notice to Correct shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the FKFT, who in any event shall be jointly and severally liable to the County for all damage, loss, and
- D. Expense caused to the County by reason of the FKFT's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.
 - E. The FKFT agrees that the TDC may designate representatives to visit the FKFT's facility(ies) periodically to conduct random open file evaluations during the FKFT's normal business hours.
 - F. The FKFT has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

5. FKFT'S FINANCIAL RECORDS

FKFT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to FKFT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the FKFT shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to FKFT.

6. PUBLIC ACCESS

The County and FKFT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and FKFT in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by FKFT.

7. HOLD HARMLESS

The FKFT covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the TDC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the FKFT or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the FKFT or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

8. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the FKFT is an independent FKFT and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the FKFT or any of his employees, contractor's, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

9. NONDISCRIMINATION

County and FKFT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or FKFT agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681 – 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC's.794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101 – 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on then basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC's et seq.), as amended, relating to nondiscrimination in the sale, rental of financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC's 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties, to, or the subject matter of, this Agreement.

10. ASSIGNMENT/SUBCONTRACT

The FKFT shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of

Monroe County and FKFT, which approval shall be subject to such conditions and provisions as the Board may deem necessary and pursuant to the recommendation of the County Court Administrative Judge. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

11. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the FKFT shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the FKFT. The FKFT shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

12. DISCLOSURE AND CONFLICT OF INTEREST

The FKFT represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this contract, and thereafter as changes may require, the FKFT shall notify the County of any financial interest it may have in any and all programs in Monroe County which the FKFT sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and FKFT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or

violation of the provision, the FKFT agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13. ARREARS

The FKFT shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The FKFT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

14. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY: Suzanne Hutton, Assistant County Attorney
PO Box 1026
Key West, Fl. 33041-1026

FOR FKFT: Capt. Jim Sharpe
29975 Overseas Highway
Big Pine Key, FL 33043

FOR TDC: Harold Wheeler
1201 White Street, Suite 102
Key West, FL 33040

15. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The FKFT shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the FKFT authorized to use the County's Tax Exemption Number in securing such materials. The FKFT shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

16. TERMINATION

- A. The County may terminate this contract for cause with seven (7) days notice to the FKFT. Cause shall constitute a breach of the obligations of the FKFT to perform the services enumerated as the FKFT's obligations under this contract.
- B. Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

17. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and FKFT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

C. The County and FKFT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

D. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and FKFT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

E. Attorney's Fees and Costs. The County and FKFT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

F. Adjudication of Disputes or Disagreements. County and FKFT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the

parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

G. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and FKFT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and FKFT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

18. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and FKFT and their respective legal representatives, successors, and assigns.

19. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

20. CLAIMS FOR FEDERAL OR STATE AID

FKFT and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

21. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

22. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely

performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

23. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the FKFT agree that neither the County nor the FKFT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

24. ATTESTATIONS

FKFT agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

25. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

26. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

27. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest:
DANNY L. KOLHAGE, Clerk

Monroe County Board of County
Commissioners

Clerk

Mayor/Chairman

(SEAL)
Attest:

Florida Keys Fishing Tournaments, Inc.

By : _____
President

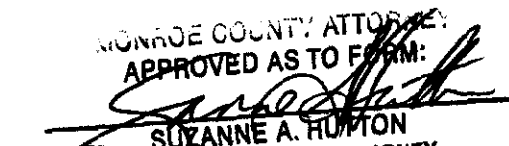
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 10/12/04

EXHIBIT A

RECOMMENDATION COMMITTEE

The Recommendation Committee is established to recommend appropriations for Fishing tournament events.

The Recommendation Committee of the FKFT Fishing Umbrella is comprised of five (5) members, with one member representing each of the five TDC districts throughout the Florida Keys. Each member shall be engaged in business in the district which said member represents, such business being related to the fishing industry. The members shall be appointed by FKFT and confirmed by the TDC and BOCC.

As of the commencement of the contract effective October 1, 2004 the members shall be:

District I	Capt. Mike Weinhofer
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District II	Capt. John Crockett
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District III	Capt. Donna Vankirk
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District IV	Jim Bernardin
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District V	Kerry Wingo
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Upon the cessation of operations of a member's fishing related business in the District for which appointed, a member shall be immediately terminated from the Recommendation Committee and FKFT shall appoint a replacement and process the appointment for TDC and BOCC approval. Additionally, FKFT may request approval from TDC and BOCC for a replacement member of the Recommendation Committee for any reason it deems appropriate.